

AGREEMENT FOR SANITARY SEWAGE
SERVICE AND WATER SUPPLY

This Agreement made and entered into this 27th day of October, 1980, by and between ONEIDA TOWNSHIP, Eaton County, Michigan, hereinafter called the "TOWNSHIP", and the CITY OF GRAND LEDGE, Michigan, hereinafter called the "CITY".

WHEREAS, CITY presently operates facilities to provide sanitary sewer service and treatment and potable water supply for CITY residents, and

WHEREAS, the facilities operated by CITY have sufficient operating capacity to provide sanitary sewer service and treatment and potable water supply for the anticipated needs of that area of TOWNSHIP defined as the Sanitary Sewer Boundary Area in CITY'S approved Official Pollution Control Plan on file with the State of Michigan Department of Natural Resources, said area being designated on "Exhibit C" and "Exhibit D", attached hereto and made a part hereof, said area being hereinafter referred to as the "Designated Service Area", and

WHEREAS, TOWNSHIP and CITY have determined that an extension of such services will be of mutual benefit,

NOW, THEREFORE, in consideration of the promises and undertakings of the parties hereto, IT IS AGREED AS FOLLOWS:

1. That this Agreement shall continue in force for a period of forty (40) years from and after the date above written.

year 2020

2. The TOWNSHIP, when requesting sanitary sewer and water service within the Designated Service Area, shall submit its request to the City Council and said request shall include the following data:

- A. The legal description of the area to be served;
- B. Anticipated maximum population to be served;
- C. The name(s) of the owner(s) of record of all parcels of land located within said area and the name of the developer of said land, if the identity of the developer is known and is not an owner;
- D. Land use plan for the area, including a tentative street layout and showing existing and proposed utilities;
- E. Expected sewage and water flow as represented by residential equivalents.

CITY shall notify TOWNSHIP in writing of any objections to TOWNSHIP'S request, as submitted. In the absence of notification of objections within sixty (60) days of submission, such request shall be deemed as having been approved by CITY.

3. Both parties shall endeavor to cooperate, one with the other, in order to achieve compatible zoning in those areas 300' on either side of the contiguous boundary of the CITY and TOWNSHIP. In this regard, any request for a change in existing zoning of said areas shall be submitted by each party to the other for purposes of advice and recommendation. The CITY or TOWNSHIP shall reply within sixty (60) days of receipt of the rezoning request.

Post-It® Fax Note	7671	Date	11-1-05	# of pages	1
To	Gary Arnold	From	Dave Carpenter		
Co./Dept.		Co.	Oneida Twp		
Phone #		Phone #			
Fax #	371-2013	Fax #			

④. Each TOWNSHIP sanitary sewer user shall pay to CITY a "Sanitary Sewer Capital Investment Fee", in an amount determined by CITY on the basis of the formula and method demonstrated in "Exhibit A", attached hereto and made a part hereof. The "Sanitary Sewer Capital Investment Fee" for the period July 1, 1979 through June 30, 1980 shall be in the amount of \$657.00 for each residential equivalent of service to be provided. The "Sanitary Sewer Capital Investment Fee" shall be revised effective July 1, 1980 and July 1 of each year thereafter. It is understood by the parties hereto that the audited sanitary sewer capital investment figures for each fiscal year are not available until several months following the close of that fiscal year. Accordingly, for proposed users required to pay the "Sanitary Sewer Capital Investment Fee" for an effective date after the commencement of a new fiscal year but before the audited sanitary sewer capital investment figures are available, the "Sanitary Sewer Capital Investment Fee" for the previous effective year shall be collected with the understanding that the additional "Sanitary Sewer Capital Investment Fee" required will be paid as soon as the audited sanitary sewer capital investment information is available to compute the actual effective "Sanitary Sewer Capital Investment Fee".

5. In the case of streets where CITY and TOWNSHIP share a common boundary, and where CITY has constructed existing sanitary sewer lines and water mains with sufficient unused capacity, connection will be allowed, subject to the payment of the Capital Investment Fee and payment of any assessment district costs or an equivalent payment in lieu of the assessment district costs, if any.

6. TOWNSHIP shall adopt such Ordinances or take such other legal action as may be necessary to require each new user within the Designated Service Area to connect to both the sanitary sewer system and the water system, as required by the terms of this Agreement.

7. Detailed plans and specifications for sanitary sewer extensions and water main extensions shall be prepared by a registered Engineer and submitted to TOWNSHIP and CITY for review and approval. TOWNSHIP shall furnish sufficient additional copies of the plans and specifications to CITY to allow CITY to submit the same to the State of Michigan for a Construction Permit.

8. Where practical all lines shall be constructed in existing or proposed streets. Proposed street locations, where practicable, shall be compatible with the CITY street system.

9. If easements across private property are required, TOWNSHIP shall acquire same at TOWNSHIP expense and in the name of TOWNSHIP. CITY shall be granted the beneficial use of all such easements during the term of this Agreement and any extension thereof, for the purpose of constructing and maintaining sanitary sewer systems and water main systems. All easements shall be properly recorded.

10. CITY will not participate in any costs for the extension of any sanitary sewer or water main in the TOWNSHIP, including but not limited to the construction, right-of-way required legal, engineering and inspection fees. In the case where the sanitary sewer or water main does not exist at the CITY corporate

limit or is not adequate for the required TOWNSHIP'S need, the TOWNSHIP is required to pay the cost of connecting any new sanitary sewer or water main to a point in CITY'S system where adequate service is available. CITY will share in the extension cost if the extension serves property in the CITY in proportion to the CITY area served vs. the TOWNSHIP area served, the proportion to be paid by each to be agreed in writing prior to any expenditure for such extension.

11. TOWNSHIP shall employ a registered Engineer acceptable to CITY to inspect the installation of sewer and water extensions and to provide evidence of compliance with the plans and specifications to the TOWNSHIP and CITY. Upon submitting such evidence of compliance as may be required by the City Engineer, he shall, within thirty (30) days thereof, issue a letter of acceptance to the TOWNSHIP. All sewer and water system facilities installed pursuant to the Agreement shall be owned by TOWNSHIP. TOWNSHIP shall notify each potential user that the sanitary sewer and water mains are available for use.

12. Upon acceptance of extensions by the CITY for maintenance and operation and the TOWNSHIP for ownership, the CITY shall assume all responsibilities for maintenance and operation thereof and the cost of such maintenance and operation shall be included within the rate charged for service.

13. Permits for connection of private premises to the systems shall be issued by CITY and no utilization of such connection shall be made by any person until the proposed connections shall have been inspected and approved by CITY. TOWNSHIP users shall be required to pay a Sewer Tap Fee in the same

amount as that currently being charged CITY users at the time of issuance of said permit. TOWNSHIP users shall be required to pay for water service, including tapping the main and/or furnishing a water meter, in amounts as may be established by CITY Ordinances pertaining to users outside CITY limits as the same may then exist or from time to time be amended, which charges shall be at least twice the amount currently being charged CITY users for the same service. Rates for sewer and water service, permit fee, any other charges, rates and manner of collection and billing thereof shall be in accordance with the then effective Ordinances of CITY as they pertain to users outside the corporate limits of CITY.

✓ 14. All potential TOWNSHIP users shall receive written notification from TOWNSHIP at such time as sanitary sewers and water mains are available for their use, and shall be required to hook up to the sewer system and begin service within thirty (30) days after such notification. The "Sanitary Sewer Capital Investment Fee" shall be payable to CITY at the time that the user obtains a Tap Permit according to the procedure then in effect for issuance of a Tap Permit by CITY. Existing single family residences and multiple family residences and apartments not exceeding eight (8) units may hook up to the water system and begin service within thirty (30) days after such notification, or, in the alternative, may elect not to hook up to the water system and, in lieu thereof, shall install a meter available from CITY in a manner established by and acceptable to CITY to accomplish metering of their existing water system, and in addition, shall execute an agreement prepared by CITY providing for periodic inspection of the metering system by CITY and for reasonable

charges, as from time to time established by CITY, for reading of the meter on the private water system. All TOWNSHIP users coming into existence after such time as sanitary sewers and water mains are available at their location shall be required to hook up to both sewer and water systems prior to the issuance of an Occupancy Permit. Existing TOWNSHIP users other than single family residences and multiple family residences and apartments not exceeding eight (8) units shall be required to hook up to both sewer and water systems and begin service within thirty (30) days after notification that such systems are available for their use. TOWNSHIP agrees to take such official or legal action as may be required to compel hook up to the system and payment of the requisite fees and charges by any potential user who has not paid said fees and charges and hooked up to the system within forty-five (45) days following notification as hereinbefore provided.

15. Any TOWNSHIP user other than single family residences and multiple family residences and apartments not exceeding eight (8) units shall pay to CITY a "Water Capital Investment Fee", in an amount determined by CITY on the basis of the formula and method demonstrated in "Exhibit B", attached hereto and made a part hereof. The "Water Capital Investment Fee" shall be payable to CITY at the time that the user obtains a Tap Permit according to the procedure then in effect for issuance of a Tap Permit by CITY. The "Water Capital Investment Fee" for the period July 1, 1979 through June 30, 1980 shall be in the amount of \$580.00 for each residential equivalent of service to be provided. The "Water Capital Investment Fee" shall be revised effective July 1, 1980 and July 1 of each year thereafter. It is understood by the parties hereto that the audited water capital investment figures

the close of that fiscal year. Accordingly, for proposed users required to pay the "Water Capital Investment Fee" for an effective date after the commencement of a new fiscal year but before the audited water capital investment figures are available, the "Water Capital Investment Fee" for the previous effective year shall be collected with the understanding that the additional "Water Capital Investment Fee" required will be paid as soon as the audited water capital investment information is available to compute the actual effective "Water Capital Investment Fee".

16. CITY shall not be responsible for any costs of construction or maintenance of the individual sewer house leads or water services from the user's building to and including the connection with the sewer and/or water main located in the street or within an easement.

17. TOWNSHIP shall furnish to CITY, care of Superintendent, Waste Water Treatment Plant, Grand Ledge, Michigan, copies of all building permits issued by TOWNSHIP from the effective date of this Agreement, said copies to be furnished within five (5) days of the issuance of each said building permit. Remodeling or expansion of premises other than single family residential shall require payment of additional "Sanitary Sewer Capital Investment Fee" or "Water Capital Investment Fee" to the extent that additional residential equivalents or major fraction thereof are determined by CITY to be created by such expansion or remodeling. Changes in the use of premises or the intensity of a given use of premises shall result in payment of additional "Sanitary Sewer Capital Investment Fee" and "Water Capital Investment Fee" to the extent that additional residential equivalents or major fraction thereof are determined by CITY to be created by said change in use or change in intensity of use. Such

Additional investment fees shall be payable prior to the issuance of an occupancy permit in the case of expansion or remodeling, and in any event within thirty (30) days following notification by CITY of the requirement for said payment. Residential equivalents for uses other than single family residences shall be determined according to the terms and provisions of the then effective Ordinances of CITY. Disputes as to whether sanitary sewer and water mains are "available" for use of any particular parcel shall be determined by the City of Grand Ledge Water and Waste Water Committee which shall also be empowered to grant exceptions to the requirement for hook up to the water system as herein provided upon a finding of extreme hardship by said Committee. Said Committee shall also be empowered to determine disputes as to any given parcel of the determination by CITY of the number of residential equivalents for purposes of this Agreement. Premises being served by CITY sewer and/or water service prior to the date of this Agreement shall have the option of continuing said service at rates determined according to the present multiplier c paying the appropriate fees and charges as provided under this Agreement and being entitled to the rates established in accordance with this Agreement.

18. CITY shall from time to time, at such intervals as it deems practical, notify TOWNSHIP Clerk or such other agent as TOWNSHIP may designate, of the delinquency in payment of any user for services, fees, permit, collection fees or interest or penalty outstanding and unpaid for a period of thirty (30) days or more from the due date thereof. Upon receipt of such notification, TOWNSHIP shall certify all such unpaid amounts to the Tax Roll of TOWNSHIP for collection in accordance with the methodology found in Section 21 of the Revenue Bond Act, being Act 94 of the Michigan Public Acts of 1933, as amended,

and such amounts shall be determined by the City.

general property taxes. In addition to the foregoing, and not by way of limitation thereof, CITY specifically reserves the right to enforce the collection of any delinquent charges, permit fees, collection fees, penalties or interest in any manner permitted by Law, including the right to terminate service.

19. CITY shall maintain all records pertaining to the extension of sanitary sewers and water mains provided for in this Agreement. CITY shall also provide all necessary forms or permits, and shall adopt such rules and procedures as may be required for the implementation of this Agreement.

20. TOWNSHIP users shall be subject to all terms and conditions relative to the use of the sanitary sewer system or potable water supply as may be provided by CITY Ordinance now or in the future.

21. CITY will use reasonable diligence to provide and maintain regular and uninterrupted service, but does not guarantee uninterrupted service, and shall not be liable for damages or injury by such interruption, from whatever cause. CITY shall not be liable to TOWNSHIP or any TOWNSHIP user for injury or damage of any nature caused or connected with the use of the sanitary sewer system or potable water supply of CITY, or interruptions of such use.

22. This Agreement shall be binding upon all successor governmental units which may assume jurisdiction over all or part of the areas now governed by either party hereto.

23. Should any part of this Agreement be held by a Court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of other portions there-

of, any such decision materially affecting the commitments herein made shall be the subject of further negotiation for the purpose of legally revising the consideration involved.

24. This Agreement may be amended and/or extended at any time in-writing by the mutual agreement of both parties.

25. The use of the word "may" herein is permissive and the word "shall" is mandatory.

26. This Agreement shall take effect upon the ratification and adoption of the same by TOWNSHIP and CITY.

IN WITNESS WHEREOF, this Contract is signed and delivered the day and year first above written by authority of the Grand Ledge City Council given on October 27,, 1980 and by authority of the Oneida Township Board given on Oct. 14, 1980.

WITNESS:

CITY OF GRAND LEDGE, a
Michigan Municipal Corporation

Julien Shoal

By Lewis Gentry
Lewis Gentry, Its Mayor

Jimac Dowell

By Fay Shane
Fay Shane Its Clerk

ONEIDA TOWNSHIP

Shanna Marshall
my husband

By Albert Shoal
By W. L. Gray

EXHIBIT A

SANITARY SEWER CAPITAL INVESTMENT FEE

Formula used to compute Sanitary Sewer Capital Investment Fee:

Capital Investment by CITY, cumulative through year ending June 30, 1978, and annually each year thereafter, as established by audit, in sanitary sewer system and waste water treatment plant, divided by the number of Residential Equivalents served by the sewer system.

<u>Year Ending June 30</u>	<u>Capital Investment Per Audit</u>	<u>Residential Equivalents</u>	<u>\$/R.E.</u>	<u>Accumulative Investment Fee</u>
1978	\$ 1,395,265.37	2232	\$ 625.00	\$ 625.00
1979	\$ 78,412.40	2420	\$ 32.00	\$ 657.00

EXHIBIT B

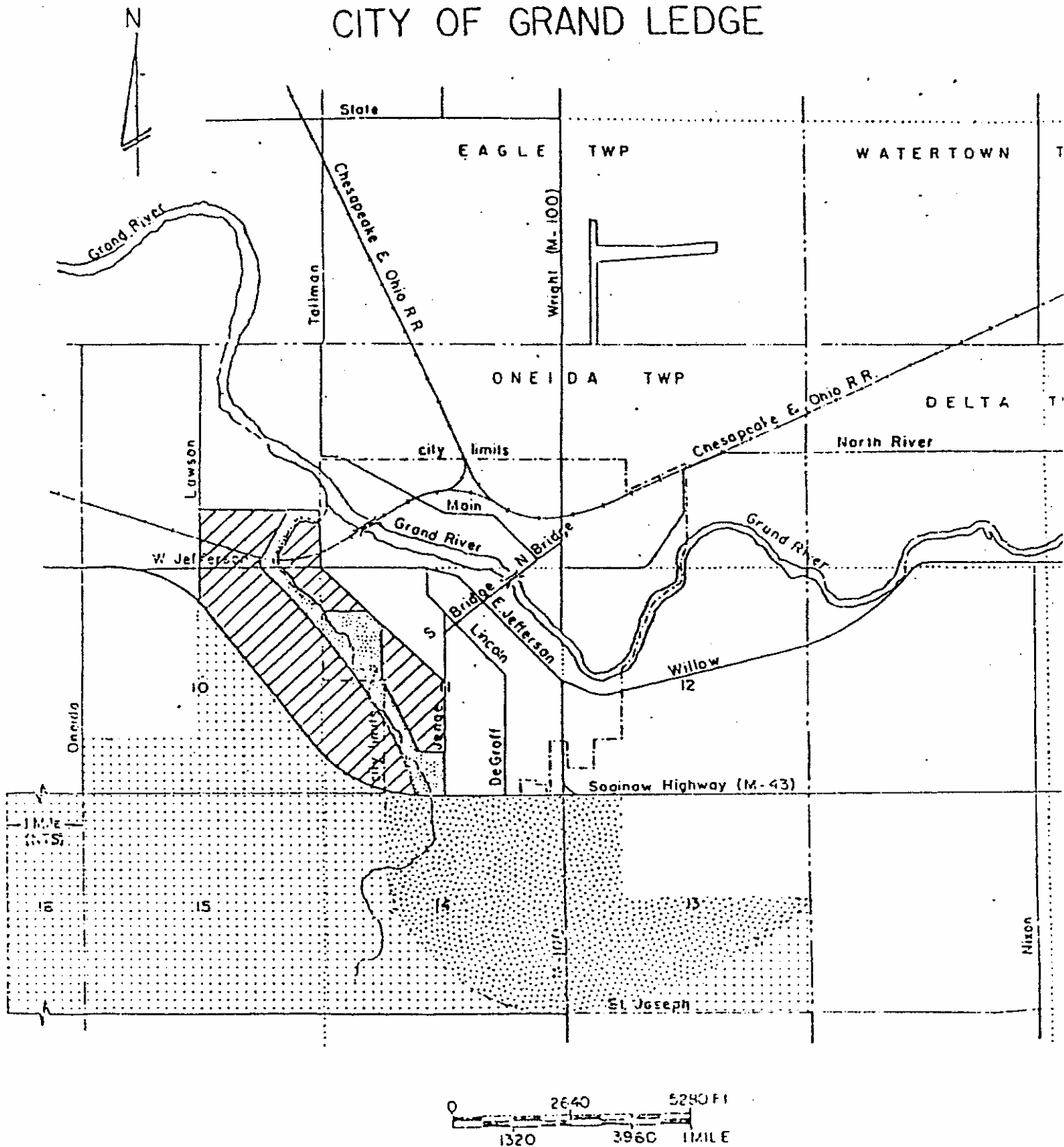
WATER CAPITAL INVESTMENT FEE

Formula used to compute Water Capital Investment Fee:

Capital Investment by CITY, cumulative through year ending June 30, 1978, and annually each year thereafter, as established by audit, in water system, multiplied by two (2) and divided by the number of Residential Equivalents served by the water system.

<u>Year Ending June 30</u>	<u>Capital Investment, Per Audit, Multiplied by 2</u>	<u>Residential Equivalents</u>	<u>\$/R.E.</u>	<u>Accumulative Investment Fee</u>
1978	\$ 1,201,124.24	2232	\$ 538.00	\$ 538.00
1979	\$ 100,748.68	2420	\$ 42.00	\$ 580.00

CITY OF GRAND LEDGE

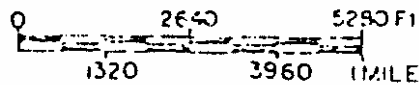
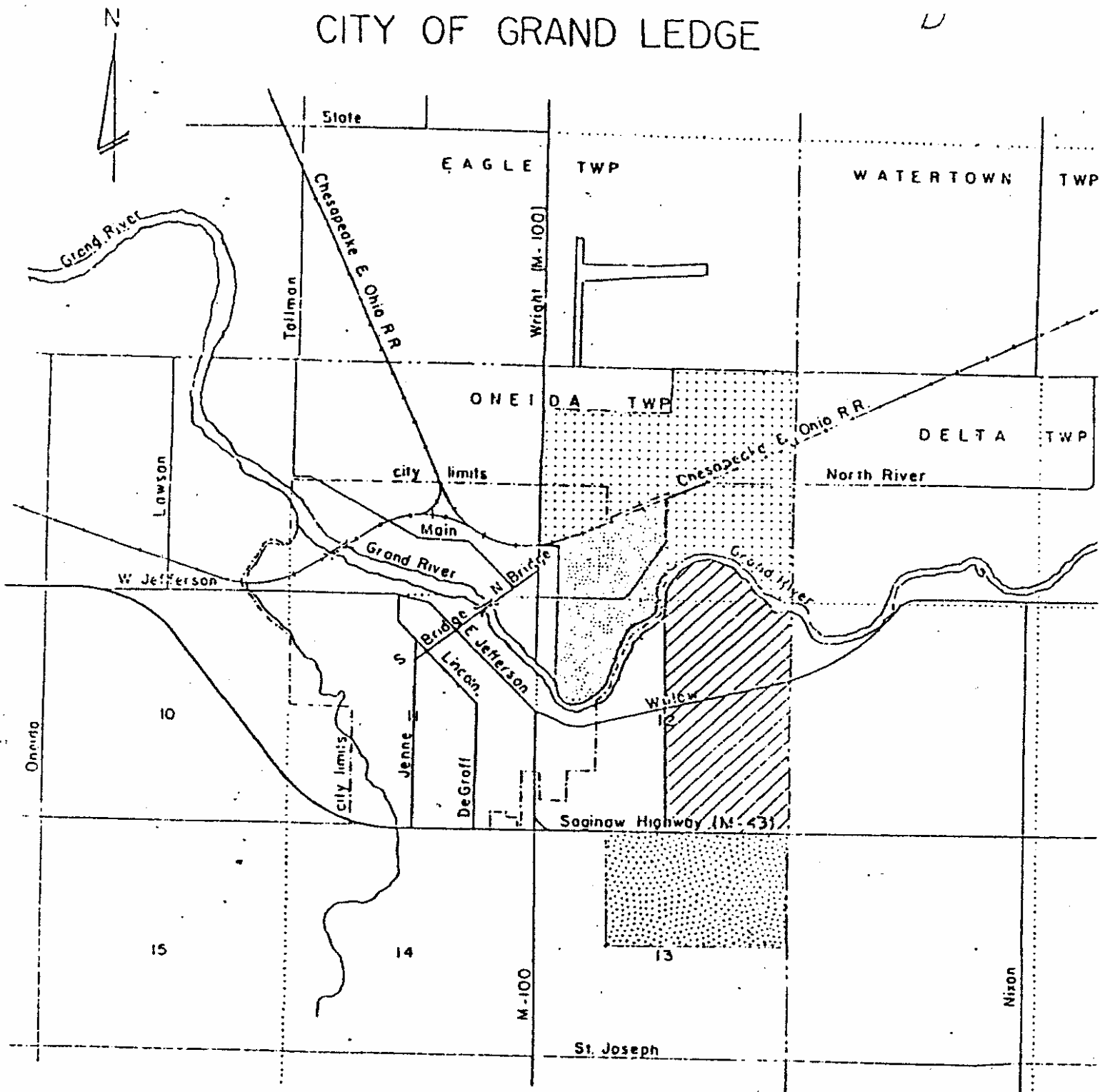


AREAS SERVED BY SANDSTONE CREEK INTERCEPTOR

- ☐ At Project Completion
- ☒ Within 10 Years
- ☐ Within 20 Years
- ☐ Beyond 20 Years to Ultimate

MAP 3

CITY OF GRAND LEDGE



AREAS SERVED BY NORTH BANK INTERCEPTOR

- ☐ At Project Completion
- ☒ Within 10 Years
- ☐ Within 20 Years
- ☐ Beyond 20 Years to Ultimate

MAP 4

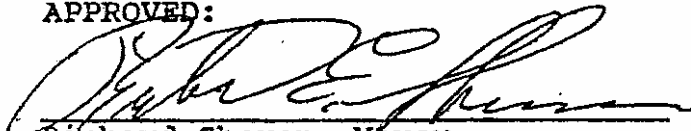
CITY OF GRAND LEDGE RESOLUTION NO. 21 OF 1990

WHEREAS, Oneida Township and the City of Grand Ledge entered into an agreement on October 27, 1980 establishing the terms for the providing of sanitary sewerage service and water supply by the City to the Township, and

WHEREAS, various issues have arisen since the date of the contract leading to a mutual desire to review the terms and conditions of the agreement and explore the possibility of mutually acceptable amendments to that agreement.

NOW, THEREFORE, BE IT RESOLVED that representatives of the City and of the Township meet on a monthly basis with the first meeting to be scheduled on a mutually agreeable date within 30 days from the date of this Resolution. Monthly meetings shall continue until a complete review of the contract has been accomplished with the expectation that the review can be completed within 1 year from the date of this Resolution. The review process contemplated would require both sides to prioritize the areas of concern with the present contract in advance of the time scheduled for the first meeting.

APPROVED:


Richard Sheren, Mayor

ATTEST:


Fran Reihmer, City Clerk

Final adoption by the City Council of the City of Grand Ledge
this 22 day of May, 1989.

Ayes 7

Nays 0

Absent 0